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6 Attorney for Debtors
7

8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 In re) Chapter 11 42980 RLE
11)
12 GARRETT YANCE RILLER SR. &) APPLICATION OF DEBTOR FOR
13 ANGELA DAVETTE RILLER, dba God) EMPLOYMENT OF COUNSEL AND
14 Sent Care Center) APPROVAL OF GENERAL
15 Debtors) RETAINER AGREEMENT

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17 To: United States Bankruptcy Judge ROGER EFREMSKY:

18 The Application of the Debtors in Possession respectfully represents:
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20 1. On March, 19, 2011 Debtors/Applicant filed a Petition for Relief under Chapter
21 11 of Title 11 of the U.S. Code.

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23 2. No trustee has been appointed. The Debtors are not sufficiently familiar with the
24 rights and duties of the Debtor in Possession as to be able to plan and conduct
25 proceedings without the aid of competent counsel.
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27 3. The Debtor has made careful and diligent inquiry into the qualifications and
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1 competence of ROBERT C. BORRIS JR., Esq., and is advised that he is admitted to
2 practice in this Court and by reason of ability and 33 years of professional experience is
3 capable of providing proper legal counsel to Applicant. Said ROBERT C. BORRIS JR.,
4 ESQ. has no connection with the Debtors herein. ROBERT C. BORRIS JR., ESQ. has no
5 connection with any creditor, party in interest, their respective attorneys and accountants,
6 the United States Trustee, or any person employed in the Office of the United States
7 Trustee. Said ROBERT C. BORRIS JR., ESQ. represents no interest adverse to the
8 estate or to applicant.

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13 4. Applicant has engaged the services of Robert C. Borris Jr., Esq. as attorney for
14 the Debtor and has engaged such services as attorney for the debtor in possession subject
15 to the approval of this Court. Said counsel would advise Applicant of the rights and
16 duties of a Debtor in possession, oversee preparation of necessary reports to the courts or
17 creditors, conduct all appropriate investigation or litigation and perform any other
18 necessary duties in aid of administration. Compensation will be such as this court allows
19 and orders.

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23 5. Applicant has made a payment of \$5,000.00 for services to Robert C Borris Jr.,
24 Esq. *less* \$1,039.00 which was paid for filing fees. Legal fees rendered by counsel in the
25 above entitled case shall be billed against said retainer at the rate of \$225.00 per hour,
26 subject to court approval. The Chapter 11 Fee Agreement entered into between Debtor
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1 and Counsel for Debtor is attached hereto and made a part hereof by this reference.

2
3 July 23, 2011

4
5 *S/S Garrett Yance Riller Sr.*

6
7 *S/S Angela Davette Riller*



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Attorney at Law _____

February 27, 2011

Garrett and Angela Riller
7733 Bloomfield Terrace
Dublin CA 94568

RE: Chapter 11 Fee Agreement

Dear Mr. and Ms. Riller:

Pursuant to those discussions we have had over the last few weeks I am enclosing for you this Chapter 11 fee agreement in which I will explain the more important aspects of the Chapter 11 bankruptcy proceeding.

There are two principal reasons for filing a Chapter 11 proceeding: (i) to gain temporary relief from creditors' pressure (lawsuits, foreclosures, evictions and the like); and (ii) to reorganize financially so that property is retained and bills can be paid as they come due. This Chapter 11 proceeding is complex and is actually many proceedings in one. It is not possible to anticipate or describe all of the services we will be required to render. The following, however, will be illustrative:

We will begin by preparing and filing the petition, all required schedules and statements, etc. required by the Bankruptcy Code and Rules. We will be responsible for counseling you on an ongoing basis regarding the rights and duties of a "debtor-in-possession" under the Bankruptcy Code. Under bankruptcy law, a debtor is permitted to remain in possession of the debtor's property and operate the debtor's business unless some party in interest establishes to the satisfaction of the Bankruptcy Court that a trustee should be appointed. Such a debtor is referred to as a "debtor-in possession." A debtor-in-possession has all of the responsibilities and rights of a trustee of a trust (in this case, the assets of the bankruptcy estate) for the

benefit of its creditors, the beneficiaries. These responsibilities must be carried out scrupulously. I have explained these responsibilities to you. We will review and obtain court approval of any proposed transactions by the debtor-in-possession which are not in the ordinary course of business, including sales, leases and borrowings. We will defend the debtor-in-possession against motions and adversary proceedings brought against it, including complaints for relief from stay, motions to assume or reject executory contracts or leases, motions to dismiss or convert to Chapter 7, and the like.

The focus of the Chapter 11 proceeding will be to negotiate, draft and seek confirmation of a plan of reorganization. I will be the attorney responsible for the supervision of the performance of the legal services on your behalf. I may assign tasks to associate attorneys and paralegals as I deem appropriate, so as to render the required services competently, efficiently and economically. I may, if I deem it reasonably required, associate other counsel (e.g., tax counsel) where a special legal expertise may be required.

FEES AND COSTS

I will charge, and you agree to pay, reasonable fees for services rendered, and assessments to reimburse our costs. My office's costs include such things as long-distance telephone, copy, computerized document production, West Law or Lexis computerized research, mailing charges, and the like.

We have agreed that a reasonable fee for our services will be not less than the amount of time spent by my office multiplied by our standard hourly rates. Presently, my agreed upon standard hourly rate for bankruptcy work is \$325.00, although because you were another client's referral the hourly rate shall be \$250.00. Should this rate be increased, you will be given a thirty (30) day notice in advance. This rate is less than the median of that in the East Bay of San Francisco.

Upon conclusion of the Chapter 11 proceeding my representation will terminate. A successful conclusion of the Chapter 11 proceeding shall be deemed to have occurred upon the confirmation of a plan of reorganization, or a dismissal of the case where the debtor has been successfully reorganized without the need of a plan.

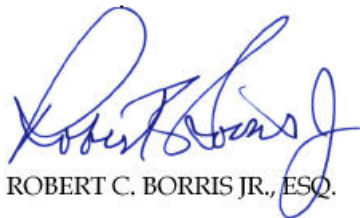
PAYMENT OF FEES AND COSTS

Once the bankruptcy petition has been filed, funds of the debtor in possession may not be used for payment of attorneys' fees without prior Bankruptcy Court approval. Typically, no such approval can be sought until one hundred twenty (120) days after the commencement of the proceedings. We are requesting a pre-petition retainer of \$3,961.00 together with the costs for the filing fee, \$1039.00 for a total of \$5,000.

After the first one hundred twenty (120) days have expired, we will apply to the Bankruptcy Court for allowance (and payment by you) of the fees earned to that date, and for the right to submit periodic, interim fee applications thereafter. The amount of attorneys' fees that my office may be paid by the debtor is strictly regulated by the Bankruptcy Court. It is not unusual in Chapter 11 proceedings for the court to limit interim fee awards to a percentage of the amount requested. In addition, it can be anticipated that any secured lender with a security interest in rents, receivables or cash will oppose payment of attorneys' fees out of its cash collateral.

This letter contains the entire agreement between you and my office relating to my office's representation of you, and must be approved by the Bankruptcy Court. No modification of this agreement shall be valid unless it is in writing, signed by both parties, and approved by the Bankruptcy Court. Thank you for retaining my office. I am looking forward to working with you, and hopeful that there can be a successful reorganization of your affairs. Please sign your name in the space indicated below, indicating approval and acceptance of the terms of the retainer and fee agreement, as contained in this letter.

Very truly yours,



ROBERT C. BORRIS JR., ESQ.

Accepted: March 12, 2011

S/S Garrett Yance Riller Sr.

S/S Angela Davette Riller